

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE LODGE #5 AND CITY OF PHILADELPHIA

RE: POLICE OFFICER DERIC LEWIS, PR: [REDACTED] DISMISSAL

*SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Fraternal Order of Police Lodge No. 5 ("Lodge 5") and the City of Philadelphia ("City") are parties to an effective collective bargaining agreement; and,

WHEREAS, POP Lodge 5 filed a grievance on behalf of bargaining unit member Police Officer Deric Lewis, contending that the city violated the collective bargaining agreement when it dismissed Deric Lewis from employment with the City's Police Department; and

WHEREAS, Deric Lewis was employed by the City of Philadelphia as a police officer, and a member of the bargaining unit represented by Lodge 5, and covered by the provisions of said agreement; and,

WHEREAS, the City terminated Deric Lewis for alleged misconduct which led to his dismissal, and;

WHEREAS, the City denies that it has violated the collective bargaining agreement or Civil Service Regulations, and;

WHEREAS, The City and Lodge 5 desire to resolve this matter without further litigation;

NOW THEREFORE, The City, Deric Lewis and Lodge 5 agree as follows:

1. The City shall reinstate Deric Lewis to his former position as police officer with the Philadelphia Police Department. This reinstatement is contingent upon successful passing of a pre-hiring medical examination and Internal Affairs background check.
2. Deric Lewis shall be returned to employment per paragraph 1, and the period of time from his dismissal to the full execution of this agreement will be treated as a leave of absence without pay.
3. In addition, Deric Lewis shall have the balance of his accrued sick time at the date of termination reinstated and will retain his original seniority date.
4. In further consideration for the foregoing, the officer releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal. The officer further releases Lodge 5, its employees, its members, and agents, from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal, including but not limited to claims of breach of duty of fair representation.

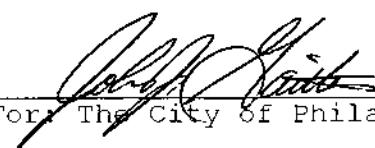
RE: POLICE OFFICER DERIC LEWIS, PR # [REDACTED]

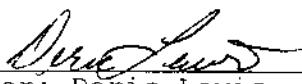
5. Nothing in this agreement shall be construed as an admission by the City that the subject matter of this incident is arbitrable under the provisions of the parties' collective bargaining agreement by the City that it violated the parties' collective bargaining agreement.
6. This agreement shall be without precedent, and without prejudice to any claims, defenses or arguments, that any party hereto shall have in any other proceeding between or among them.
7. By entering into the Agreement, all parties acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions enter into this agreement, and agree to be bound thereby.

WHEREFORE, The City, Deric Lewis, Lodge 5, intending to be legally bound hereby, enter into this agreement this ____ day of, July 2011.

 For: FOP Lodge #5

8-9-11
Date

 For: The City of Philadelphia Date

 Officer: Deric Lewis Date

MEMORANDUM

CITY OF PHILADELPHIA
DATE: 8-12-11

TO : Personnel Officer

FROM : Captain Gregory Malkowski, Labor Relations Unit

SUBJECT: SETTLEMENT AGREEMENT RE: P/O DERIC LEWIS, PR [REDACTED]

1. Attached is the fully executed Settlement Agreement between P/O Deric Lewis and the City. The city agrees to reinstate Deric Lewis to his former position as police officer.
2. Please implement the terms of this agreement as soon as possible.

Capt. Gregorjy M. Malkowski
Gregory Malkowski
Captain
Commanding Officer
Labor Relations Unit

cc: D/C:Organizational Support Services
Finance
PBI
file

DEPUTY COMMISSIONER
APPROVED

AUG 10 2011

[Signature]
ORGANIZATIONAL
SUPPORT SERVICES